

AGREEMENT
BETWEEN
THE CITY OF SAN JOSÉ
AND
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (UNIT 18)
JULY 1, 2001 – JUNE 30, 2004

The City of San José (City) and the Association of Maintenance Supervisory Personnel (AMSP) mutually agree that all managers represented by AMSP are an integral part of the effective delivery of municipal services to the citizens of the City of San José and that there is an expectation they will continue to play a vital role in sharing the management of the City.

The City and AMSP agree to the following changes to wages and benefits:

A. Term

July 1, 2001 through June 30, 2004

B. Wages

1. A salary increase of 6.0% shall be provided by the City to all employees represented by AMSP, effective June 24, 2001.
2. A salary increase of 5.0% shall be provided by the City to all employees represented by AMSP effective June 23, 2002.
3. A salary increase of 5.0% shall be provided by the City to all employees represented by AMSP effective June 22, 2003.
4. Including the cost of Vision Care and Personal Leave referenced below, an additional 1% will be available effective June 23, 2002, for other benefit enhancements and/or special adjustments. The parties must mutually agree on the benefit enhancements and/or special adjustments prior to June 23, 2002. If no agreement is reached, the balance of the 1%, after subtracting the cost of vision care and the additional eight (8) hours of personal leave will be allocated to a general salary increase.
5. An additional increase of 1.0% shall be set aside by the City to all employees represented by AMSP effective June 22, 2003, to be directed towards enhanced benefits as agreed upon between AMSP and the City. If no agreements are made between AMSP and the City, the set-aside 1.0% shall be directed towards a general salary increase.

C. Personal Leave

Effective January 1, 2002, an additional eight (8) hours of personal leave will be provided to all eligible full-time benefited employees, for a total of sixteen (16) hours. Eligible employees hired on or after July 1st shall be entitled to only eight (8) hours of personal leave in the first payroll calendar year of employment.

Each benefited part-time employee shall be entitled to annual personal leave of eight (8) hours per year, except that in the first payroll calendar year of employment, employees hired before July 1st will receive eight (8) hours of annual personal leave, and employees hired on or after July 1st will receive 4 hours of annual personal leave.

D. Vision Care

Effective June 23, 2002, the City will contribute up to \$16.00 per month for full-time employees towards vision care benefits.

E. Bereavement Leave

Each full-time or benefited part-time employee shall be granted bereavement leave with full pay for up to 40 work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner. All leave must be used within 14 calendar days following the death of an eligible person.

- a) Parents/Step-parents
- b) Spouse/Domestic partner*
- c) Child/Step-child
- d) Brother/Sister/Step-brother/Step-sister/Half-brother and Half-sister
- e) Grandparents/Step-grandparents
- f) Great grandparents/Step-great grandparents
- g) Grandchildren
- h) Son/Daughter-in-law
- i) Brother/Sister-in-law

**A domestic partner, as referenced in the section above, must be the domestic partner registered with the Department of Human Resources.*

F. Sick Leave

Effective September 19, 2001, accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources. In addition, accrued sick leave may also be utilized by an eligible female employee due to illness, injury or disability related to pregnancy or child-birth.

Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, or stepchild.

The provisions of this section related to the use of sick leave for the care related to the illness or injury of the employee's family members as defined above shall expire at the end of the term of this Agreement. In the negotiations for a

successor Agreement, the parties shall review and evaluate the appropriateness of this benefit.

G. Sick Leave Payout

The City and AMSP agree to meet within ninety (90) days of ratification and City Council approval of this agreement to continue discussions regarding the matter of sick leave payout and, specifically, the language regarding the payout of sick leave balances in excess of 1200 hours.

H. Cesar Chavez Day

The City agrees to meet with AMSP regarding the implementation of the Cesar Chavez holiday. No costs of providing this additional holiday will be assessed against the total cost of this agreement.

I. FMLA

The City agrees to change the policy regarding FMLA to no longer require the use of accrued vacation during a qualifying FMLA period. The use of sick leave, when applicable, will still be required. This change will be subject to review by the other City bargaining units.


J. Retirement

The City and AMSP agree to continue discussions regarding improvements and/or enhancements to the Federated Retirement plan during the term of this agreement. No changes will be made to the Federated Retirement plan unless the City and all eligible unions agree to potential changes. Any changes to the plan, and associated costs of the plan, will be applied in the third year of this agreement.

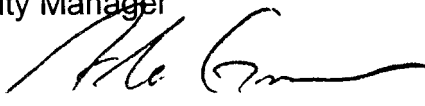
K. Classification Review

The City and AMSP agree to meet within ninety (90) days of ratification and City Council approval of this agreement to continue discussion regarding both the classification and compensation of the Supervisor of Facilities classification.

FOR THE CITY:

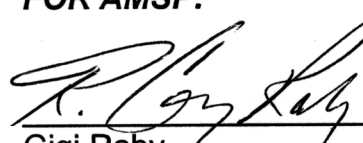

Del D. Borgsdorf
City Manager

Date


8-29-02
Alex Gurza
Director of Employee Relations

Date

FOR AMSP:


Gigi Raby
AMSP President

Date